

ANNEX 6 – DRAFT SERVICE CONTRACT (FOR INFORMATION ONLY)

RFP No. CEDE/KEPA/SwEPA/2025-01

Development of a Unified Visual Identity for Kosovo’s National Parks “Bjeshkët e Nemuna” and “Sharri”

SERVICE CONTRACT

This Service Contract (“the Contract”) is entered into between:

Centre for Education and Development of Environment (CEDE), acting on behalf of the **Kosovo Environmental Protection Agency (KEPA)** and the **Swedish Environmental Protection Agency (SwEPA)**, hereinafter referred to as “the Client”,

and

[Name of Contractor / Design Agency / Consultant], registered at [insert address], registration number [insert], hereinafter referred to as “the Contractor”,

collectively referred to as “the Parties.”

Article 1 – Purpose of the Contract

The purpose of this Contract is to define the rights and obligations of both Parties in the implementation of the assignment titled:

“Development of a Unified Visual Identity for Kosovo’s National Parks – Bjeshkët e Nemuna and Sharri.”

The Contractor agrees to perform the services with the highest professional and ethical standards, ensuring full compliance with the Terms of Reference (Annex 1) and Sida/SwEPA procurement and integrity principles.

Article 2 – Contract Documents

The following documents form an integral part of this Contract and are binding on both Parties:

This Service Contract;

Annex 1 – Terms of Reference (ToR);

Annex 2 – Contractor’s Technical and Financial Proposal;

Annex 3 – Declaration on Eligibility, Absence of Conflict of Interest, and Ethical Conduct.

In case of discrepancies, the documents shall apply in the order listed above.

Article 3 – Scope of Services

The Contractor shall carry out all activities necessary for the successful delivery of the assignment, as described in Annex 1.

This includes but is not limited to:

- Developing the concept and visual identity for Kosovo's two National Parks;
- Delivering digital mock-ups, logo suite, color palette, typography, and brand manual;
- Presenting the visual system and integrating all feedback provided by KEPA and SwEPA;

Submitting editable source files and all deliverables in the required formats.

Article 4 – Duration

The total duration of this Contract shall not exceed forty (40) working days from the date of signature.

Any extension must be agreed upon in writing between the Parties and shall not entail any additional cost unless otherwise approved by the Client.

Article 5 – Compensation and Payment Schedule

1. This Contract is a lump-sum agreement, with a total value of SEK 100,000 (equivalent to approximately EUR 9,000). This amount covers all professional fees, administrative, communication, and incidental costs related to the assignment.
2. Payments shall be made in three (3) phases, upon completion and written acceptance of deliverables corresponding to each phase:

Phase	Deliverables	% of Contract Value	Acceptance Criteria
Phase 1	Submission of Research & Concept Paper and three (3) initial design proposals (as per ToR Section 6)	30%	Acceptance confirmed by CEDE after written approval by KEPA and SwEPA that deliverables meet ToR requirements and conceptual quality standards.
Phase 2	Submission of refined concept, digital mock-ups, and presentation of draft visual system	40%	Acceptance confirmed by CEDE upon validation by KEPA and SwEPA that the visual identity is approved for finalization and aligns with provided feedback.

Phase 3	Delivery of final visual identity package, brand manual, and editable files	30%	Acceptance confirmed after final review meeting verifying that all deliverables have been provided in the required formats and fully comply with ToR specifications.
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3. Payments shall be made within 15 working days after written acceptance of each phase by the Client.
4. No additional costs, reimbursements, or adjustments shall be made beyond the agreed amount.
5. Deliverables that fail to meet quality standards shall be revised and resubmitted by the Contractor at no extra cost until acceptance.

Article 6 – Obligations of the Contractor

The Contractor shall:

- Perform all services with professional diligence, creativity, and in good faith;
- Ensure originality of all design elements and prohibit the use of AI-generated or copied content;
- Maintain continuous communication with CEDE and participate in feedback sessions;
- Respect the deadlines and quality standards set forth in the ToR;
- Comply with Sida/SwEPA ethical and anti-corruption guidelines.

Article 7 – Obligations of the Client

The Client shall:

- Provide the Contractor with timely access to all relevant background materials and information;
- Facilitate communication with KEPA, SwEPA, and other stakeholders;
- Review deliverables promptly and provide consolidated feedback;
- Process payments according to the schedule in Article 5 after written acceptance.

Article 8 – Ethical Conduct and Anti-Corruption Clause

The Contractor commits to uphold the Sida and SwEPA Code of Conduct, including the zero-tolerance principle on corruption:

Prevent – Never Accept – Always Inform – Always Act.

The Contractor shall:

- Refrain from any act of fraud, bribery, collusion, coercion, or obstruction;
- Immediately report to the Client any suspicion of unethical behavior;
- Acknowledge that any violation of these principles constitutes grounds for immediate termination of the Contract and possible legal action.

Article 9 – Confidentiality and Intellectual Property

1. All documents, designs, and information produced or acquired under this Contract shall remain confidential and may not be disclosed without written authorization from the Client.
2. All intellectual property rights arising from this Contract — including visual identity, design elements, brand manuals, and digital files — shall become the exclusive property of KEPA and SwEPA upon final acceptance of deliverables.
3. The Contractor shall not reproduce or reuse any deliverables for other clients or projects without prior written consent from the Client.

Article 10 – Acceptance and Quality Assurance

1. Each deliverable phase shall be reviewed and validated in writing by CEDE on behalf of KEPA and SwEPA.
2. A phase is considered accepted when:
 - a. Deliverables comply fully with the Terms of Reference and requested revisions;
 - b. CEDE issues written confirmation of acceptance;
 - c. The Client acknowledges satisfactory completion in official correspondence.
3. The Client reserves the right to withhold payment until these acceptance criteria are met.
4. If deliverables are rejected, the Contractor shall correct deficiencies at no additional cost within the period specified by the Client.

Article 11 – Termination

The Client may terminate this Contract immediately, without compensation beyond accepted deliverables, in the event that:

- The Contractor fails to perform obligations under this Contract;
- Deliverables are of unsatisfactory quality or not delivered on time;
- Any fraudulent, unethical, or illegal conduct is identified;
- Force majeure prevents continued performance.

Upon termination, ownership of all completed work shall transfer to the Client.

Article 12 – Dispute Resolution and Applicable Law

Any dispute arising from or relating to this Contract shall first be resolved amicably through consultation.

If no settlement is reached, the dispute shall be submitted to the competent courts of the Republic of Kosovo.

This Contract shall be governed by the laws of the Republic of Kosovo, consistent with Sida/SwEPA ethical and procurement principles.

Article 13 – Final Provisions

1. This document represents a draft model contract issued for information within the RFP package. The final contract may be subject to minor administrative adjustments (e.g., timeline, payment detail, contact information) at signing, without altering the fundamental scope, value, or legal obligations.
2. The final contract will incorporate the Contractor's confirmed financial proposal and any clarifications agreed upon during the negotiation and award stage.
3. No amendment or modification shall be valid unless made in writing and signed by both Parties.
4. This Contract is executed in two (2) original copies, one for each Party, and enters into force on the date of the last signature.

Signed by:

For the Client

Centre for Education and Development of Environment (CEDE)
on behalf of the Kosovo Environmental Protection Agency (KEPA) and the Swedish Environmental Protection Agency (SwEPA)

Name:	
Title:	Managing Director / Procurement Specialist
Signature:	
Date:	

For the Contractor

Name:	
Title:	Authorized Representative
Company:	
Signature:	
Date:	

Annexes

Annex 1: Terms of Reference (ToR)

Annex 2: Contractor's Technical and Financial Proposal

Annex 3: Declaration on Eligibility, Absence of Conflict of Interest, and Ethical Conduct